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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated the 7th day of June, 2005 by and between Thomas C. Williams, as Lessor, and Dale Resources, L.L.C., as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded as Document Number D205193081 in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

0.18 acres , more or less, being all of Lot 21, Block 25, Phase III, Section 4 out of the River Trails Addition to the City of Fort Worth, Texas, with metes and bounds being more particularly described in the plat thereof recorded in Cabinet A, Slide 3610, Plat Records of Tarrant County, Texas;

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address is P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend said Lease.

Now, Therefore, the undersigned do hereby amend Paragraph No. 2, such that the term "three (3) years" is deleted and "six (6) years" is inserted in its place, thus changing the primary term from three (3) years to six (6) years; And any time prior to the expiration of said primary term, at the sole discretion of Lessor, this lease may be extended for an additional two (2) years by payment to Lessor of \$10,000 per mineral acre. If said extension is exercised, the effective primary term of this Lease shall then become eight (8) years. The undersigned also do hereby amend Paragraph No. 3, such that any and all reference to "15%" is deleted and "twenty-five percent (25%)" is hereby substituted in its place.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

EXECUTED this 23 day of June, 2008, but for all purposes to be effective June 7, 2005.

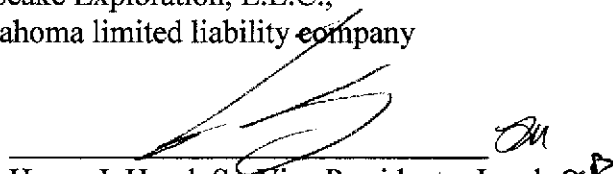
LESSOR


Thomas C. Williams

ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By:


Henry J. Hood, Sr. Vice President—Land and Legal and General Counsel

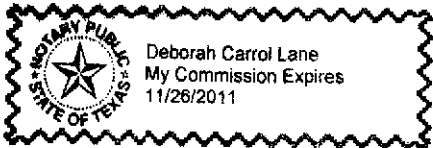
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 23 day of June, 2008, by Thomas C. Williams.



11/26/2011
(Stamp/Printed Name of Notary
and Date Commission Expires)

Deborah Carrol Lane
Notary Public, State of Texas

Deborah Carrol Lane
(printed name)

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

§
§
§

COUNTY OF OKLAHOMA

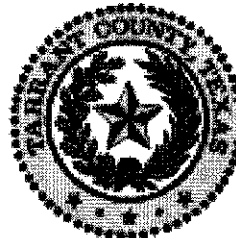
This instrument was acknowledged before me on the 14 day of August, 2008, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company on behalf of said limited liability company.



(Stamp/Printed Name of Notary
and Date Commission Expires)

[Signature]
Notary Public, State of Oklahoma

Kristine Dearmon
(printed name)



KRISTINE DEARMON
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/21/2008 01:11 PM
Instrument #: D208328980
LSE 3 PGS \$20.00

By: _____



D208328980

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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